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**SEALED  
BY COURT ORDER**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**THE UNITED STATES OF AMERICA ex  
rel. DONALD K. WADSWORTH and  
ROBERT McLEAN**

Plaintiff and Qui Tam Relators in  
Interest,

v.

**TETRA TECH EC, INC.;  
RADIOLOGICAL SURVEY &  
REMEDIAL SERVICES, LLC; IO  
ENVIRONMENTAL &  
INFRASTRUCTURE INCORPORATED**

Defendants.

Case No.

**CV 16 1107**

**COMPLAINT FOR:  
FALSE CLAIMS ACT VIOLATION  
PURSUANT TO 31 U.S.C. §3729 et seq.,**

**[FILED UNDER SEAL - 31 USC §3730]**

**Jury Trial Demanded**

**PARTIES**

1. Qui Tam Relator Donald K. Wadsworth (herein Wadsworth), is the President and CEO of New World Environmental, Incorporated (herein New World). Wadsworth is trained in and has college degrees pertaining to the testing and handling of radioactive materials. New World has been for years a company specializing the remediation of contaminated buildings and areas, including the contamination by

1 radioactive wastes. New World has performed remediation services involving  
2 radioactive wastes for private, public and military clients. New World was initially  
3 engaged directly by the United States Navy in the late 1990 and early 2000's to assist  
4 in the evaluation of Hunters Point Naval Shipyard for contaminants, including  
5 radioactive contamination.

6       2. In the early years of the 2000's New World was requested by the United  
7 States Navy and Tetra Tech EC, Inc. to be a sub-contractor for Tetra Tech EC, Inc. for  
8 the remediation of Hunters Point Naval Shipyard for radiological surveys, screening,  
9 sampling, testing and remediation. New World invoked its Nuclear Regulatory  
10 Agency license and was responsible to the Nuclear Regulatory Agency for the  
11 radiological work and handling of radiological materials at Hunters Point while  
12 operating under New World's license.

13       3. In or about 2007, Tetra Tech EC, Inc. obtained and invoked its own  
14 Nuclear Regulatory Agency license and became the responsible entity for the  
15 radiological work and handling of radiological materials at Hunters Point. New  
16 World continued to operate as a sub-contractor for Tetra Tech EC, Inc. at Hunters  
17 Point by providing Radiation Control Technicians (RCT), and a radiological  
18 laboratory and laboratory personnel. On or about 2009 New World no longer  
19 provided Radiation Control Technicians to Tetra Tech EC, Inc., for other sub-  
20 contractors, including Defendant Radiological Survey & Remediation Services, LLC  
21 (herein RSRS) took over the function of supplying RCT personnel to Tetra Tech EC,  
22 Inc. On or about 2012, New World no longer provided the radiological laboratory to  
23 Tetra Tech EC, Inc. at Hunters Point.

24       4. New World was retained as a sub-contractor for Shaw Environmental and  
25 Infrastructure (Shaw) to perform surveys, scanning, testing, and remediation of  
26 radioactive materials at Treasure Island in the mid-2000's until approximately 2009.  
27 New World was retained as a sub-contractor for Tetra Tech EC, Inc. to perform  
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1 surveys, scanning, testing, and remediation of radioactive materials at the Alameda  
2 Naval Base also from the mid-2000's until approximately 2009.

3 5. Relator Robert McLean (herein McLean) is an experienced and trained  
4 Radiation Control Technician. McLean was employed by New World for a short  
5 period of time in the mid-2000's to work as an RCT at Hunters Point under the sub-  
6 contract with Tetra Tech EC, Inc. McLean was transferred to be the RCT Supervisor  
7 at Treasure Island when New World obtained the sub-contract with Shaw. McLean  
8 discovered extensive radioactive material on Treasure Island that the Navy had  
9 represented was not present on Treasure Island. Over the period of time of McLean's  
10 employment by New World at Treasure Island, McLean was subjected to extensive  
11 radioactive exposure and his employment ceased due to the level of exposure McLean  
12 incurred.

13 6. Relators Wadsworth and McLean are original sources of the information  
14 herein provided as defined by 31 USC Section 3730(e)(4)(B). Relators of not aware  
15 of the allegations or transactions which are material to this suit having been publically  
16 disclosed as defined by 31 USC Section 3730(e)(4)(A) prior to the filing of this  
17 action. Prior to the filing of this action, the Relators have voluntarily disclosed to the  
18 Government the information and that information is independent of the public  
19 disclosures and materially adds to any publicly disclosed allegations or transactions  
20 before filing this action under the False Claims Act.

21 7. Relators Wadsworth and McLean, with the assistance of counsel, have  
22 conducted investigations into the conduct of Tetra Tech EC, Inc., and others involved  
23 in the radiological remediation for the Navy in the California Bay Area. Relator  
24 Wadsworth had concerns on behalf of the company New World to determine why  
25 New World was shut off from further remediation work on the former Navy bases  
26 despite having worked on the radiological remediation at all three sites during the  
27 2000's. Relator McLean had concerns that he was terminated from employment with  
28 New World, and advised that he was ordered to be terminated at the direction of a

1 Navy RASO official, and consulted with legal counsel. As a result of the inquiries by  
2 the Relators, individually, jointly, and with the assistance of counsel, the Relators  
3 have independent knowledge and information that has not been publically disclosed  
4 that is material to false claims made by the Defendants against the United States of  
5 America, and the United States Navy, as set forth herein.

6 7. Defendant Tetra Tech EC, Inc. is a corporation that has contracted with  
7 the United States Navy and the United States government to perform clean-up and  
8 remediation services of hazardous wastes, including radioactive materials, at the  
9 closed Hunters Point Naval Shipyard in San Francisco, the Treasure Island Naval base  
10 in San Francisco, and the Alameda Naval station in Alameda County, California. On  
11 information and belief, it is alleged that the principal business office of Tetra Tech  
12 EC, is located in California. Defendant Tetra Tech EC, Inc. is a wholly owned  
13 corporate subsidiary of Tetra Tech, Inc. Federal jurisdiction is based on this action  
14 being brought under the Federal False Claims Act, 31 USC Section 3729 et seq.

15 8. Radiological Survey & Remediation Services, LLC (herein RSRS) is a  
16 limited liability corporation owned by Daryl DeLong and Brian Henderson. RSRS  
17 was a newly formed corporation by DeLong and Henderson in approximately 2006,  
18 and incorporated the company in Nevada. DeLong and Henderson had been  
19 employees of New World providing services to Tetra Tech EC, Inc. and the United  
20 States Navy at Hunters Point. After RSRS was created the company provided  
21 technical workers and performed services related to the radiological remediation for  
22 the United States Navy at Hunters Point, Treasure Island, and Alameda Naval station.  
23 Many of the employees of RSRS were prior New World employees who were advised  
24 would be without a job at Hunters Point when Tetra Tech EC, Inc. reduced the  
25 staffing or eliminated the staffing by New World. RSRS provided these services  
26 generally through sub-contracts with the prime contractors of the United States Navy,  
27 including Tetra Tec EC, Inc., the Shaw Group, and Chicago Bridge and Iron, Inc.

9. Shaw Environmental and Infrastructure, which was a subsidiary of The Shaw Group, was a corporation that contracted with the United States Navy and the United States government to perform clean-up and remediation services of hazardous wastes, including radioactive materials, at the closed Hunters Point Naval Shipyard in San Francisco, the Treasure Island Naval base in San Francisco, and the Alameda Naval station in Alameda County, California. The Shaw Group was purchased by Chicago Bridge and Iron, Inc., and is a wholly owned subsidiary of Chicago Bridge and Iron, Inc.

10. Defendant IO Environmental & Infrastructure Incorporated (herein IOEI) is a sub-chapter S corporation that was incorporated in 2006. Defendant IOEI has provided data management, radiological test result management, and technical writing to Tetra Tech EC, Inc. for Hunters Point, Treasure Island, and Alameda Naval Base.

### **FALSE CLAIMS ACT FACTS AND CLAIMS UNDER**

#### **§3729 (a) (1)(A), (B), and (C)**

#### **Hunters Point Naval Shipyard Conspiracy Between Tetra Tech EC, Inc. and Sub-contractors IOEI and RSRS To Generate False Radiological Records and Statements Material To False Claims Made To The Navy**

11. The prime contractor with the Navy for the remediation of Hunters Point Naval Shipyard as of 2006 was Tetra Tech EC, Inc. Tetra Tech EC, Inc. installed a new General Manager over the Hunters Point Naval Shipyard, William "Bill" Dougherty (herein Dougherty) on or about 2006. Dougherty on behalf of Tetra Tech EC, Inc. engaged in a conspiracy with the principles of Radiological Survey & Remediation Services LLC (herein RSRS), namely Brian Henderson and Daryl



1 Delong, and with Mike Bilodeau who formed in 2006 IO Environmental &  
2 Infrastructure Incorporated (herein IOEI) to defraud the United States Navy and  
3 related agencies regarding the remediation services and accomplishments at Hunters  
4 Point in order to obtain unearned payments from the Navy. Under the remediation  
5 contracts with the Navy a change in the form of the contracts took place over the mid-  
6 to-late 2000's. Early stage contracts for remediation services were for surveys to  
7 identify the location and characterization of potential radioactive wastes were billed  
8 and paid largely on a time and material cost nature. In the later-half of the 2000's as  
9 the Navy contracts evolved and changed to focus on testing and remediation of  
10 radioactive wastes the contracts evolved to be more of a fixed price nature to the  
11 contract and included progress and completion requirements of radiological  
12 remediation objectives to obtain scheduled payments under the contracts from the  
13 later 2000's onward.

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19 12. Tetra Tech EC, Inc. management, particularly Dougherty, Dennis  
20 McWade, and Andy Bolt, cultivated sub-contractor companies to supply specialized  
21 manpower in a way to cause the sub-contractor to be indebted and coopted by Tetra  
22 Tech EC, Inc. In 2006, Mike Bilodeau was a disabled veteran who was supplying  
23 drinking water to Hunters Point because standard utilities such a fresh water were not  
24 available to those working at Hunters Point. Mr. Bilodeau was approached by  
25 managers of Tetra Tech EC, Inc. including Dougherty. Dougherty offered to Mr.  
26 Bilodeau that if Mr. Bilodeau formed a Service-Disabled Veteran-Owned Small  
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1 Business, and Bilodeau agreed to hire Mr. Dougherty's wife Christine Dougherty, that  
2 Dougherty would see that Mr. Bilodeau's company got the sub-contracted work from  
3 Tetra Tech EC, Inc. of providing Christine Dougherty to perform technical writing for  
4 submission of Tetra Tech EC, Inc. reports to the Navy and related governmental  
5 entities regarding the radiological remediation work at Hunters Point. Based on the  
6 arrangement proposed by Dougherty, Mr. Bilodeau did hire Christine Dougherty in  
7 approximately March of 2006, and incorporated IOEI in June of 2006, with Mr.  
8 Bilodeau taking the role of CEO of IOEI. Christine Dougherty was utilized in a  
9 variety of roles, including data management and oversight, and assisting in the  
10 technical writing of reports for Tetra Tech EC, Inc. to submit to the Navy to report  
11 progress and final results of radiological remediation services for specific areas on  
12 Hunters Point.

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17 13. In 2006, management officials of Tetra Tech EC, Inc., including  
18 Dougherty, approached Daryl DeLong and Brian Henderson about forming a separate  
19 company from New World to provide radiological support personnel and equipment  
20 to Tetra Tech EC, Inc. at Hunters Point and potentially other locations. Dougherty  
21 represented that he could and would take effective steps to channel sub-contract  
22 radiological work to the new company if formed, if DeLong and Henderson would  
23 cooperate with Tetra Tech EC, Inc. as needed to assure that Tetra Tech EC, Inc. made  
24 profits from the radiological work at Hunters Point and other locations they provided  
25 sub-contractor services. DeLong and Henderson agreed to cooperate with Tetra Tech  
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1 EC, Inc. as needed and requested, formed RSRS, and provided to Tetra Tech EC, Inc.  
2 sub-contractor work by providing radiological support workers, RTCs, and  
3 radiological related equipment.  
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5 14. In the summer and fall of 2008, building 351A, which had been one of  
6 the buildings on Hunters Point in which the Naval Radiological Defense Laboratory  
7 worked for a number of years with radioactive materials, was being processed for  
8 radiological remediation. In the under floor foundation area of building 351A  
9 radiological material was surveyed and found to exist above release levels. Extensive  
10 efforts and expense were incurred to have staff of approximately two dozen laborers  
11 work in the low clearance areas to remove soil and material that were potentially  
12 radioactive above release levels. Significant expense was incurred by Tetra Tech EC,  
13 Inc. to have a specialized soil vacuum truck assist the laborers in the removal of the  
14 soil from the foundation crawl area of building 351A. Significant expense was  
15 incurred by Tetra Tech EC, Inc. to have the removed soil evaluated, segregated, put in  
16 intermodal containers used for the removal of LLRW, and prepare the containers and  
17 material for review and approval from RASO and other government agencies to be  
18 delivered to LLRW approved facilities.  
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24 15. Following the extensive remediation efforts of the laborers to remove  
25 radiologically impacted soils from the foundation area of building 351A, Radiological  
26 Control Technicians were directed to take soil samples from the remaining soil  
27 foundation area of building 351A, and deliver the soil samples to the on-site  
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1 radiological laboratory at Hunters Point. The RCT workers did take the post-  
2 remediation soil samples per protocol, completed the proper chain of custody  
3 documents, and delivered the post-remediation soil samples to the on-site radiological  
4 laboratory.  
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6 16. Approximately two days following the delivery of the post-remediation  
7 soil samples to the on-site laboratory, an RSRS supervisor, Steve Rolfe, directed the  
8 two RCT's who had taken the post-remediation soil samples and told the RCTs that  
9 they were required to accompany him to a meeting at the headquarters of Tetra Tech  
10 EC, Inc. at Hunters Point. RSRS supervisor Rolfe took the two RCT's to the  
11 conference room at Tetra Tech EC, Inc. headquarters where Tetra Tech EC, Inc.  
12 General Manager Bill Dougherty along with other top Tetra Tech EC, Inc. managers  
13 were present, as was RSRS Vice President Daryl DeLong. In the meeting General  
14 Manager Dougherty explained that Tetra Tech EC, Inc. had spent a great deal of  
15 money on the remediation of building 351A. Dougherty stated that the post-  
16 remediation soil samples that the RCTs had taken and submitted to the on-site  
17 laboratory had been tested and the test results were that the soil samples had some of  
18 the highest radioactive readings that had ever been obtained at Hunters Point.  
19 Dougherty explained that the laboratory results of the soil samples for building 351A  
20 would be destroyed, and the soil samples would be gotten rid of so there was no  
21 record or trace of the post-remediation samples that the RCTs had obtained from  
22 building 351A. Dougherty directed in the meeting that the RCTs were to go back to  
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1 building 351A after RSRS and IOEI worked together to plot where samples would be  
2 taken under building 351A to avoid any samples being taken of building 351A's  
3 radioactive hot spots. RSRS and IOEI did further the conspiracy to defraud the Navy  
4 and United States Government by reviewing the scan and laboratory results, and  
5 plotting where scans and soil samples should be taken of the soil foundation area of  
6 building 351A to avoid radiological hot spots. The objective of Tetra Tech EC, Inc.  
7 management in giving the directive and the cooperative conspiracy of RSRS and IOEI  
8 was to take fraudulent steps so that the laboratory results and scans would support  
9 unrestricted radiological release of building 351A from Navy RASO and government  
10 agencies, and permit Tetra Tech EC, Inc. to bill and obtain payment from the United  
11 States based on the fraudulent records and designation of building 351A as meeting  
12 unrestricted radiological release standards. A short time after RSRS and IOEI plotted  
13 locations for building 351A's foundation soil area for sampling, the RCTs were  
14 instructed that RSRS and IOEI had directed engineers as to the placement of location  
15 flags under building 351A which were the spots that the RCTs were to take soil  
16 samples from and from no other locations under building 351A.

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23 17. The RCTs were aware of the areas under building 351A that had most  
24 likely resulted in the high radiological lab results because as part of the sampling  
25 process the RCTs were required to use survey instruments that measured for  
26 radioactivity. The RCTs noted that no location flags had been placed in the crawl area  
27 under building 351A that were near the spots that had registered the highest  
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1 radioactive readings the RCT's had obtained with their hand held radioactivity  
2 sensors.

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4 18. The destruction of the building 351A soil samples and laboratory results,  
5 and the direction and plan to only take soil samples from areas known to be low in  
6 radioactive content, and to intentionally avoid areas of known high radioactive content  
7 was directly contrary to the contract with the Navy, the operating procedures set by  
8 the Navy to be followed as part of the contract, and was intentionally fraudulent.  
9 Management and staff of RSRS and IOEI actively participated and assisted in carrying  
10 out the conspiracy with Tetra Tech EC, Inc. to submit false records to the Navy as to  
11 the radiological status of building 351A that were material to the claim for payment by  
12 Tetra Tech EC, Inc. to the Navy. RSRS and IOEI employees, including Daryl  
13 DeLong of RSRS took steps to eliminate computer records of the soil samples that  
14 had been taken, resulted in high radioactive readings, and had been discarded at the  
15 direction of Dougherty as part of the efforts to defraud the United States.  
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20 19. In later 2009 early 2010, and again through July 26, 2010 Tetra Tech EC,  
21 Inc. submitted records of soil samples of the foundation area of building 351A to the  
22 Navy's Radiological Affairs Support Office (RASO) for review and approval. The  
23 records submitted were knowingly false and in violation of rules, procedures and  
24 required processes. No disclosure was given that the soil samples were not taken in  
25 compliance with requirements to sample both randomly and from the highest scan  
26 reading area. Tetra Tech EC, Inc. did not disclose the first post-remediation sample  
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1 test results that exceeded Release Levels and demonstrated that there remained Low  
2 Level Radiological Waste (LLRW) under building 351A. IOEI and RSRS worked in  
3 conspiracy with Tetra Tech EC, Inc. in destroying record of the correctly obtained soil  
4 samples that resulted in high radioactive readings above release levels, and worked in  
5 conspiracy together to produce one or more Final Status Surveys for building 351A  
6 that contained known false records and statements, and failed to disclose the existence  
7 of the soil samples that had tested well above release levels established by the Navy.  
8 Managers and employees of IOEI and RSRS knew of the fraud involved in the  
9 destruction of soil samples and laboratory results that had been taken and resulted in  
10 high radioactive readings above release levels. Defendants actively participated in the  
11 fraudulent plan to substitute the high radioactive samples and test results with samples  
12 and test results that were taken in a manner contrary to the rules and regulations for  
13 the taking of such samples. Navy RASO and other agencies provide comments and  
14 asked for further information, but did not learn of the fraudulent sample processes.  
15 Tetra Tech EC, Inc. submitted a "Final, Final Status Survey Results for Building  
16 351A, Hunters Point Shipyard, San Francisco, California dated July 26, 2010. On or  
17 about October 6, 2010 Tetra Tech EC, Inc. received release for unrestricted use with  
18 respect to radiological issues at Building 351A. Commensurate with the approval of  
19 the fraudulent Final Status Survey for building 351A Tetra Tech EC, Inc. made a  
20 demand for payment for the building 351A work. The fraudulent records and  
21 statements were material to the false and fraudulent demand for payment. IOEI and  
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1 RSRS managers and employees involved in the conspiracy knew and understood that  
2 the fraudulent Final Status Report would be utilized to make a demand for payment by  
3 Tetra Tech EC, Inc. to the United States.  
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5 20. Following the fraud involved in building 351A in 2009 and the first two-  
6 thirds of 2010, Tetra Tech EC, Inc. rewarded RSRS and IOEI and further bonded the  
7 three companies in the conspiracy to defraud the United States in various ways. Tetra  
8 Tech EC, Inc. directed greater portions of the radiological field work to RSRS and  
9 away from New World Environmental, Inc. and Aleut World Solutions, two sub-  
10 contractors who had been supplying radiological field work to Tetra Tech EC, Inc. at  
11 Hunters Point. Tetra Tech EC, Inc. began providing and increasing the work Tetra  
12 Tech EC, Inc. gave to RSRS at other military remediation projects where Tetra Tech  
13 EC, Inc. was the prime contractor with the United States, including but not limited to  
14 Alameda Naval Base and Treasure Island. Tetra Tech EC, Inc. rewarded IOEI for the  
15 assistance in the conspiracy to defraud the United States in the remediation at Hunters  
16 Point, and reinforced the conspiracy to defraud the United States by transferring  
17 employees of Tetra Tech EC, Inc. at Hunters Point to work for IOEI as employees of  
18 IOEI so that IOEI could bill for the employees' work and obtain the resulting  
19 overhead and profits. Tetra Tech EC, Inc. also provided benefits to IOEI by expanded  
20 the scope of services for IOEI to provide at Hunters Point that required the addition of  
21 staff and equipment by IOEI that IOEI billed for and obtain profits from, including the  
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1 addition of data management individuals, technical writers, an archeologist, and  
2 laboratory assistance.

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4 21. In 2010, Tetra Tech EC, Inc., RSRS and IOEI furthered the conspiracy to  
5 create false records and documents to support false claims for payment to the United  
6 States. A fundamental function in the radiological surveys and remediation at Hunters  
7 Point was the scanning of buildings, trenches and areas to detect radiation. The  
8 contracts and terms of the contracts Tetra Tech EC, Inc. had with the Navy set forth  
9 very detailed and specific directives as to the manner in which radiological scans were  
10 to be taken. Further, the Navy in cooperation with other government agencies  
11 including California and San Francisco government agencies jointly established scan  
12 result levels that would trigger further investigation for radiological materials and  
13 potential need for radiological remediation of the radioactive sources. The conspiracy  
14 by the three Defendants included an agreement that areas of Hunters Point would be  
15 scanned, and reported, in a fraudulent manner so that the agreed upon areas would  
16 have end scan results that were reported to the Navy and regulators as readings below  
17 that which would have required further investigatory work and would allow for free  
18 radiological release for the building, soil, trench, or area.

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24 22. As part of the conspiracy to create false scan records and resulting  
25 reports, Tetra Tech EC, Inc. directed its field supervisors to falsify radiological scan  
26 results taken in the field, and to engage RSRS employees in assisting in the  
27 falsification of the radiological scan data. Tetra Tech EC, Inc. field supervisors,  
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1 including Justin Hubbard and Steve Rolfe, reviewed the scan information obtained by  
2 RCT's instruments by downloading the scan data from the field testing instruments.  
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4 The Tetra Tech EC, Inc. supervisors reviewed the field scan results in the connex  
5 located in the designated areas being worked at Hunters Point. The connex structures  
6 were portable steel single rooms with a door and no windows. Material could be  
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8 stored in a connex and employees could do work in the connex with computers and  
9 paperwork. In the connex the supervisors reviewed the scan information on a  
10 computer. The Tetra Tech EC, Inc. field supervisors themselves manually altered the  
11 field scan results so that some of the data results falsely represented that the scans had  
12 not detected radiological intensity levels that would warrant further study and  
13 remediation. The fraudulent change of this information enhanced the speed and  
14 lessened the costs to Tetra Tech EC, Inc. in obtaining regulatory clearance of the area  
15 and in obtaining payments from the United States. The Tetra Tech EC, Inc. field  
16 supervisors also directed RSRS employees to review the field instrument scan data on  
17 the computer in the connex and had RSRS employees, including but not limited to Jeff  
18 Rolfe, Tina Rolfe, Kathi Rolfe, Rick Zahinski, Joe Cunningham, Marie Winder, Jane  
19 Taylor, Blake Willett, and Anthony Smith among others. When scan data for areas  
20 that Tetra Tech EC, Inc. management wanted to obtain clearance had field scan data  
21 readings that were too high for clearance to be obtained, the RSRS employees were  
22 directed to change the field scan data results on the computer. Once the field scan  
23 data was changed on the computer in the field connex, the data was then transferred  
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1 onto the main computer systems at Hunters Point to avoid records of the changed data  
2 appearing on the main computer system. The false records of field scan data were  
3 knowingly false, and were material to claims submitted by Tetra Tech EC, Inc. to the  
4 United States for payment. The falsification of scan data continued on a regular and  
5 frequent basis through at least the end of September 2012, and on information and  
6 belief it is alleged that the fraudulent changing of scan data continued thereafter.  
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9       23. Tetra Tech EC, Inc., RSRS and IOEI furthered the conspiracy to defraud  
10 the United States in regards to the radiological scanning that was required to be  
11 performed at Hunters Point. For areas that had been trenched, open areas and  
12 buildings that Tetra Tech EC, Inc. wished to have deemed free of radiological  
13 contamination above release levels, be it initially for buildings or open areas, or after  
14 radiological remediation work had been performed for trenches, open areas, or  
15 buildings, the Defendants in conspiracy took additional steps to obtain fraudulent scan  
16 data to support unrestricted release in addition to changing the scan results obtained.  
17 IOEI employees reviewed data obtained from prior surveys and characterization work  
18 that provided guidance as to where radioactive material likely was that would be  
19 above unrestricted release levels. IOEI employees worked with Tetra Tech EC, Inc.  
20 supervisors, including Justin Hubbard and Jeff Rolfe, and with Daryl DeLong of  
21 RSRS to identify the areas of concern for potential high radiological readings that  
22 could thwart Tetra Tech EC, Inc. obtaining unrestricted release for a trench, an area or  
23 building. The Tetra Tech EC, Inc. supervisors directed RSRS staff in the field  
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1 performing the hand scanning of the areas of concern for potentially high radiological  
2 readings and directed the RSRS field RCT to improperly scan by scanning at speeds  
3 that exceeded Standard Operating Procedures set into the contract and agreements for  
4 such scanning. By scanning at speeds that exceeded the scanning speed protocols  
5 established by the Navy in consultation with other government agencies involved with  
6 Hunters Point, the radiological scanning instruments were dramatically less sensitive  
7 and less able to register and record the radioactive levels actually present that could  
8 have been detected by scanning at the prescribed scanning speed. Defendants  
9 knowingly violating the scanning speed requirements set forth by the Navy from 2010  
10 through no less than the end of September 2012, and Relators allege that the scanning  
11 speed violations as a result of the conspiracy of Defendants continued thereafter.  
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16 24. Tetra Tech EC, Inc., RSRS, and IOEI furthered the conspiracy to submit  
17 false records and reports to the United States Navy to obtain payment for the  
18 completion of work resulting in unrestricted radiological free release of soil extracted  
19 from Hunters Point. The conspiracy included the agreed upon objective of identifying  
20 soils that were to be evaluated for radiological contamination that did not have such  
21 high levels of other contaminants so that the soil could be used a backfill at Hunters  
22 Point. The costs to Tetra Tech EC, Inc. would be decreased if the amount of soil that  
23 was dug up from Hunters Point could receive approval for free radiological release  
24 and be used as backfill at Hunters Point rather than remediating the soil for  
25 radiological waste, or be deemed unable to be fully remediated and the soil pad be  
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1 required to be processed and disposed of as LLRW. By targeting the soils that did not  
2 have other contaminants that would preclude use as backfill, the soils when falsely  
3 cleared as free of radioactive contaminants above release levels could be backfilled at  
4 Hunters Point avoiding significant costs and completion time for Tetra Tech EC, Inc,  
5 and increasing the company's profits by fraud. Soil that obtained radiological free  
6 release approval from the Navy did not have to be scanned and cleared by the Hunters  
7 Point portal monitor screening, increasing the potential of avoiding detection of the  
8 radiological waste above release levels that remained in the soil due to the fraud.  
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12 25. In furtherance of the conspiracy, IOEI reviewed data related to the soils  
13 that were staged to be processed at the Radiological Screening Yards (RSY) which  
14 were approximately 1000 square meters each. IOEI identified the soils that could be  
15 cleared for use at Hunters Point for backfill. These soils were placed on the RSY  
16 pads, spread out, and scanned for radiological material using either hand held  
17 equipment or a towed array of sensors. If from the initial scan obvious radiological  
18 contamination was identified, then that soil or portions of the soil were to be removed  
19 and placed in LLRW containers. A towed array scan was taken again after the  
20 removal of identified LLRW and the resulting scan information was delivered  
21 electronically to IOEI employees. A map of the RSY pad was created by the IOEI  
22 employees from the scanning information for the pad of soil that contained indications  
23 at to where higher readings of radioactivity in the soil were located. IOEI employees  
24 conferred with RSRS employees and identified where the highest radioactive readings  
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1 on the pad were, and identified the pad as one that was able to be backfilled at Hunters  
2 Point. IOEI employees provided this information so that the RSRS RCTs working  
3 with laborers did not scan and take samples from the highest radioactive readings  
4 from the towed array scan and mapping contrary to the contract and terms of the  
5 agreement with the United States Navy. Rather, as part of the conspiracy to cut cost  
6 and increase profits for Tetra Tech EC, Inc., and to obtain greater work and profits for  
7 RSRS and IOEI, scanning and soil samples were taken from points on the RSY soil  
8 pad that were not of the highest radiological readings. The scanning and taking of  
9 samples was required by the Navy contracts and the directives related to the contracts  
10 so that the samples were to be taken from the 18 radioactive readings for each unit or  
11 soil pad. The intentional identification of the highest radioactive towed array scan  
12 results by IOEI in order to avoid taking hand scans and soil samples from the highest  
13 radioactive reading spots was directly contrary to the contracts and related  
14 requirements, was false, fraudulent, and created false records that were material to the  
15 determination by the Navy RASO to approve of the soil being backfilled at Hunters  
16 Point. The false records created were material to the demand by Tetra Tech EC, Inc.  
17 for payment from the Navy. The conspiracy and conduct of Defendants in  
18 fraudulently identifying the highest radioactive readings and then using that  
19 information to avoid scanning and sampling from the high radioactive reading areas  
20 on the RSY soil pads took place beginning at least by mid-2010 and continued  
21 through 2012, and is alleged to have continued thereafter.

1           26. In furtherance of the conspiracy to create and submit false records so that  
2 Tetra Tech EC, Inc. could obtain free radiological release of buildings and soils at  
3 Hunters Point RSRS and Tetra Tech EC, Inc. engaged in manipulation of the samples  
4 that were submitted for radiological testing both at the on-site laboratory and those  
5 that were submitted to the third party laboratory selected by the Navy. In addition to  
6 the fraudulent manipulation of soil samples reference supra, RSRS Vice President  
7 Daryl DeLong engaged in fraudulent activities to assure that soil samples delivered to  
8 the third party laboratory were not random samples, but were carefully reviewed by  
9 DeLong as an effort to lessen the potential that the third party laboratory results would  
10 result in above radiological release level laboratory results. DeLong took steps to  
11 obtain the on-site lab results prior to sending samples to the third party lab, and  
12 DeLong blocked delivery to the third party lab if he determined from the lab result or  
13 any other information that it was a likely that an above release level would result.  
14 Among the efforts by DeLong, he took active efforts to see that fully fraudulent soil  
15 samples obtained from areas other than as represented on the chain of custody  
16 documentation were delivered to the third party laboratory when final clearances were  
17 to be sought by Tetra Tech EC, Inc. DeLong was aware that employees of RSRS  
18 were collecting false samples of material and soils and submitting such false samples  
19 to the laboratory, and DeLong worked with RSRS supervisors to assure that the false  
20 samples would result in laboratory results below release levels. DeLong worked with  
21 employees of IOEI to review the history of initial scans of Hunters Point, and  
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1 subsequent scanning for radiological wastes to identify areas on Hunters Point that  
2 soil could be obtained that were reasonably sure would have below release levels of  
3 radioactivity. DeLong worked with the RSRS supervisors to provide information as  
4 to potential areas to obtain soil from to use for fake sample to be submitted to the  
5 laboratory. DeLong tracked the submission of the faked soil samples to the on-site lab  
6 and to the outside lab, and took efforts to assure that the fake samples were those that  
7 went to the outside lab when they were available and being used to obtain final status  
8 survey free radiological release. DeLong also took efforts to oversee the strontium 90  
9 samples sent to outside laboratories were carefully reviewed when Tetra Tech EC, Inc.  
10 wanted the soil or area at that time to be able to be cleared for free radiological  
11 release, and see that properly obtained samples that were likely to trigger strontium 90  
12 radioactivity concerns that would result in extensive work were not sent to the outside  
13 laboratory contrary to the contract and procedures established by the Navy.  
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18 27. Tetra Tech EC, Inc. and RSRS furthered the conspiracy to submit false  
19 records and commit fraud against the United States pertaining to the remediation at  
20 Hunters Point. Soils extracted from Hunters Point that contained contamination other  
21 and in addition to radiological wastes was not to be backfilled at Hunters Point under  
22 the contracts with the Navy. These extracted soils had to be processed at the RSY  
23 screening yards, given free radiological release status by Tetra Tech EC, Inc., with  
24 that status approved by the Navy after review of records, and then cleared through the  
25 portal monitor of radiological sensors before the truckload of soil was released from  
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1 Hunters Point and allowed to be disposed of at a Class II landfill. If the truckload of  
2 soil failed the portal monitor screening and also failed a post-portal monitor screening  
3 conducted by an RCT, then the soil had to be re-processed at the RSY pads or  
4 disposed of as LLRW, both at significant additional cost and time to Tetra Tech, EC.  
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6 28. Tetra Tech EC, Inc. management, including Dougherty and Dennis  
7  
8 McWade, and management of RSRS, including Daryl DeLong and Brian Henderson,  
9 in an effort to obtain free radiological release of soils to be shipped off Hunters Point  
10 and reduce costs and time for Tetra Tech EC, Inc. under the contracts with the Navy  
11 reached an agreement that employees of RSRS would be assigned to scan truckloads  
12 of soil that failed the portal monitor screening. These Defendants agreed that RCT  
13 employees of RSRS would hand scan the truckload of soil that failed the portal  
14 monitor and conduct the scan at scanning speeds greater than set in directives from the  
15 Navy and at greater scanning distances from the truck bed to decrease the potential of  
16 the radiological scanning instrument detecting radiation at an intensity above release  
17 levels. From no later than the fall of 2010, RSRS employees assigned to perform the  
18 hand instrument scan of truckloads of soil that failed the portal monitor followed the  
19 directions of the conspiracy and scanned the truck beds at a faster rate than set by the  
20 Navy required standards, and scanned the truck bed at a distance greater than set by  
21 the Navy and established SOP. As a result of the RSRS employees that performed the  
22 hand scan of trucks that failed the portal monitor from September 2010 on, very few  
23 trucks were scanned in a manner that could detect radiological emissions with the  
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1 sensitivity that the Navy required under the contract and the SOPs that were  
2 incorporated into the contract. Defendants certified and impliedly certified that the  
3 testing and scanning of the truckloads of soil that left Hunters Point had been scanned  
4 and tested according to standards, which was knowingly false. The false records were  
5 incorporated into reports and Final Status Reports to the Navy that were material to  
6 the demand for payment by Tetra Tech EC, Inc. to the Navy.  
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11 **Alameda Naval Base Conspiracy Between Tetra Tech EC, Inc. and Sub-**  
12 **contractors RSRS Creating False Claims Pertaining to Radiological Remediation**  
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14 29. Tetra Tech EC, Inc. and RSRS engaged in a conspiracy and concerted  
15 action to submit false records to the Navy and the United States related to the  
16 radiological remediation at the Alameda Naval Base. RCTs performed scanning for  
17 radioactive materials at the Alameda Naval Base. Tetra Tech EC, Inc. took efforts,  
18 and enlisted the assistance of RSRS, in avoiding the reporting of new spots in areas of  
19 units where the HRA conducted by the Navy indicated radionuclides of concern. As  
20 part of the effort to avoid the reporting of new spots of radionuclides that would  
21 require scanning, testing, expensive remediation and delay for Tetra Tech EC, Inc.  
22 employees of RSRS took steps to eliminate the presence of radionuclides contrary to  
23 the contracts with the Navy and the requirements set forth by the Navy as part of the  
24 contracts. For example, RCT technicians scanned and found high levels of  
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1 radionuclides in storm drains and similar areas that had not been previously identified  
2 as having radionuclides present. Upon RCT reporting of the findings RSRS staff,  
3 with the knowledge of Tetra Tech EC, Inc. management and supervisors, high  
4 pressure hosed the area until the radionuclides had been dislodged and swept away,  
5 potentially into the San Francisco Bay. The contracts and requirements between the  
6 Navy and Tetra Tech EC, Inc. preclude conduct that would result in radionuclides  
7 being disposed of in San Francisco Bay. The contracts and requirements between the  
8 Navy and Tetra Tech EC, Inc. provide strict structure and procedures as to how to  
9 respond to and handle scan information of radionuclides of concern that could exceed  
10 release levels. The reports and requests for payment by Tetra Tech EC, Inc. certify  
11 and impliedly certify that the information provided was correct, including disclosures  
12 of conduct that did not comply with the requirements of the contract. Tetra Tech EC,  
13 Inc. and RSRS, a sub-contract agent of Tetra Tech EC, Inc., knowingly violated the  
14 terms of the contract, and fraudulently reported that the processes followed at  
15 Alameda Naval Base were strictly followed, and submitted reports as to the work in  
16 the field and intentionally withheld information that Tetra Tech EC, Inc. and RSRS  
17 violated the terms and conditions of the contracts, such as high pressure hosing areas  
18 to dislodge radioactive material into additional areas and the Bay.  
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25 30. The United States of America has been damages by the false claims  
26 submitted by Defendants. The United States of America contracted with Defendant  
27 Tetra Tech EC, Inc. for the remediation and removal of radioactive materials above a  
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1 specified level for the health and safety of the environment, the public, and future  
2 generations. The fraudulent actions herein alleged deprives the United States of  
3 America with the basic service that was contracted for with Defendant Tetra Tech EC,  
4 Inc. The fraudulent conduct alleged related to radiological contamination creates  
5 unlimited future liability for the United State of America for the agreements between  
6 the United States of America and the City and County of San Francisco and  
7 government entities in Alameda County provide that the United States will remain  
8 responsible and liable for the radioactive remediation of Hunters Point, Treasure  
9 Island, and the Alameda Naval Base after the property is deeded over to local  
10 government agencies should it be discovered that the remediation did not fully and  
11 properly remove radioactivity. The Navy will and has incurred costs and expenses in  
12 the remediation of Hunters Point and Treasure Island that should not have been  
13 incurred, but for the fraud of Defendants. The full and extensive costs directly related  
14 to the fraud accomplished by Defendants are extensive and as of yet not fully known,  
15 and will be established and reasonably estimated at trial.

21 31. Each false record and resulting false report to the Navy in support of a  
22 claim for payment is a false claim under 31 USC Section 3729(a) for which a civil  
23 penalty is required, and three times the amount of damages that the United States has  
24 and will sustain because of the acts of Defendants in submitting false claims.  
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**PRAYER FOR RELIEF**

32. Relators, on behalf of the United States of America and the United States Navy seek through this action 3 times the damages the government has and will sustain because of the acts of defendants;

33. Relators, on behalf of the United States of America and the United States Navy seek through this action a civil penalty as provide by 31 USC Section 3729(a)(1)(G) for each false claim and each false record or false statement material to a false claim;

34. For an award to the qui tam plaintiff as provided for by 31 USC Section 3730(d);

35. For an award of reasonable attorney fees and costs.

A jury trial is demanded.

Dated: March 3, 2016

Law Office of David Anton

By: 

David C. Anton

JS 44 (Rev. 12/12) cand rev (1/15/13)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

The United States of America ex rel. Donald K. Wadsworth and Robert McLean

(b) County of Residence of First Listed Plaintiff Alameda County

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
David C. Anton, Law Office of David Anton  
1717 Redwood Lane, Davis, CA 95616  
530-759-8421

**DEFENDANTS**

Tetra Tech EC, Inc.; Radiological Survey & Remediation Services, LLC; IO Environmental & Infrastructure Incorporated

County of Residence of First Listed Defendant San Diego County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input checked="" type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
		<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

31 USC 3729 et seq.

Brief description of cause:

False Claims Act cause of action related to contracts with the United States

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

**DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE James Donato

DOCKET NUMBER C 13-3835 JD

DATE

03/03/2016

SIGNATURE OF ATTORNEY OF RECORD

**IX. DIVISIONAL ASSIGNMENT** (Civil L.R. 3-2)

(Place an "X" in One Box Only)



SAN FRANCISCO/OAKLAND



SAN JOSE



EUREKA